REMARKS

**The Rejection of Claims 1-2, 4-7, 16-18, and 24 under 35 U.S.C.
103(a) over the combination of Wong (20030149578) in view of
Ouchi et al. (US20030036968) is respectfully traversed.**

It is submitted that in order to argue that the present
claimed invention is obvious, Examiner has combined the Wong and
Ouchi, not in the light of what would have been obvious with the
foresight of one skilled of the art, but rather with hindsight
based upon Applicants' own teaching. This is not a valid basis
for an obviousness rejection under 35 USC 103. Applicants will
hereinafter establish that Examiner has used the present
Application's disclosure as a guideline, and then picked and
combined elements from each of the two respective references
based solely of Applicants' own teaching.

The present invention, as defined in claims 1-2, 4-7, 17-18,
and 24 covers a system and method through which the business
entity at the head of a supply chain can use aggregate
information about supply conditions for parts procured by
multiple tiers of suppliers for the business at the head. The
invention provides the head with the ability to drill down to
every level of the supply chain to monitor and review all
activity. The head can pass through a direct supplier to all

subsequent subcontractors to monitor all activity regarding the supplying of goods.

In order to implement this monitoring and review by the head entity, there must be 1) a <u>database including information from the sets of tiers of suppliers relating to two or more</u> of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions. In addition, there must be 2) <u>a dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain</u>.

The basic reference: Wong has no suggestion of the above combination of elements. Wong appears to teach an intelligent procurement agent (IPA) that analyzes data controlled by a back-end office system to expose selected information to the trading parties. The IPA deploys intelligent business tools to improve the success rate of problem resolution. The IPA processes exception events to manage procurement situations. These exception events are processed so that they may be encapsulated with appropriate ability to deploy corrective actions to entities such as suppliers via interactive messaging.

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Wong does not suggest 1) a <u>database including information</u> <u>from the sets of tiers of suppliers relating to two or more</u> of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions. Examiner (citing sections 0072, 0073, 0094, and 0787 in Wong) appears to be relying on the disclosure in Wong related to the handling of exception events for such a suggestion. Applicants can only find mention of what appears to be strictly supply/demand information that includes purchase order, demand, and bill of materials. Applicants are unable to find contracts as being part of Wong's exception event database. It appears that <u>Wong's teaching is limited to exception handling</u> <u>relating to supply and demand, and not to a combination of two</u> <u>or more factors that includes contracts</u>.

Even of greater significance is Wong's failure to even suggest 2) <u>a dictionary of translations that can be used to</u> <u>translate transitive information in this database information</u> <u>from the various sets of tiers of suppliers for cross-tier</u> <u>communication in this extended supply chain</u>. <u>The Examiner admits</u> <u>this on page 4 of the Office Action</u>. Examiner tries to cure this defect in the teaching of the basic Wong reference by citing sections in Wong (0056, 0069, 0097, and 0717) discussing

"translations", and then arguing that it would be obvious to combine Wong with the Ouchi.

With respect to the translations in Wong, Applicants have previously established in this prosecution that Wong failed to disclose the claimed dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. Applicants have established that the <u>translations disclosed in Wong are</u> <u>translations of the format of the information being processed,</u> <u>e.g. message format, and not of the information content i.e. the</u> <u>meaning or definition</u> in the claimed dictionary for translating transitive (content) information. All of the claims set forth that <u>the translations made in the claimed dictionaries translate</u> <u>the content of the</u> transitive information. Applicants have further established that the distinction between content and form or format are well recognized in technology.

Both the present invention and Wong broadly relate to systems through which business entities may acquire information relative to suppliers for the business entity. However, at this point the similarity of Wong to the present invention ends. The objectives of Wong's system for accessing supplier information are very different from those of the present claimed invention.

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The present invention covers a system and method through which the business entity at the head of a supply chain can use aggregate information about supply conditions for parts procured by multiple tiers of suppliers for the business at the head. The invention provides the head with the ability to drill down to every level of the supply chain to monitor and review all activity. The head can pass through a direct supplier to all subsequent subcontractors to monitor all activity regarding the supplying of goods. In order to implement this monitoring and review by the head entity, there must be a database including information from the sets of tiers of suppliers relating to two or more of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions, and <u>a dictionary of translations that can be used to translate the content of transitive information in this database information from the various sets of tiers of suppliers</u> for cross-tier communication in this extended supply chain.

Wong appears to teach an intelligent procurement agent (IPA) that analyzes data controlled by a back-end office system to expose selected information to the trading parties. The IPA uses exception events to manage procurement situations. Wong fails to disclose a dictionary of translations that can be used to

translate the content of transitive information in his database

information from the various sets of tiers of suppliers for

cross-tier communication in this extended supply chain. The

Examiner admits this on page 4 of the Office Action.

Applicants have established that the <u>translations disclosed</u>

<u>in Wong are translations of the format of the information being</u>

<u>processed, e.g. message format, and not of the information</u>

<u>content i.e. the meaning or definition</u>. Thus, there is clearly

no need for any dictionary of translations of content data in

Wong. It is significant to that Wong never mentions a

dictionary. Wong (0056, 0069, 0097, and 0717) "translations" are

concerned with translations in the format of the message being

transmitted. This has nothing to do with the present claimed

dictionary of translations that can be used to translate i.e.

define transitive content information in this database

information from the various sets of tiers of suppliers.

Ouichi does not in any way make up for the deficiencies of

the Wong. At the outset, it is submitted that there is nothing

in the basic Wong publication, and certainly not in the modifying

Ouichi publication to suggest that the combination of elements

from these references proposed by Examiner would be obvious to

one skilled in the art. Applicants submit that, at best, the

proposed combination is incorrectly being made, not based on the

teaching of the references, but in the light of Applicants' own teaching.

Ouichi provides an information exchange facility available to trading partners. It provides a global exchange system available to subscribers over the Internet. It is a private exchange wherein subscribers may store all types of information requiring conversion or translation between trading partners in a central exchange database accessible over the Internet. Ouichi does not mention or suggest any dictionary of translations that can be used to translate the content of transitive information. However, Examiner points out that among the extensive description of trading partner data which the central Internet database in Ouichi provides, part numbers are mentioned.

Why would one skilled in the art consider using the central Internet exchange of Ouichi for part number translations in Wong? As Applicants have established, Wong only uses translations in the format of data so that an intelligent agent may coordinate data from different sources having different formats in the handling of exception events. There is nothing in Wong which would suggest a need in Wong's processing for any kind of data content translation.

It would seem that in trying to combine the teachings of Wong and Ouichi to arguably suggest the present invention,

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Examiner proposes one skilled in the art reasoning along the following lines: If in the exception event handling by Wong's intelligent agent, a need (not recognized in the Wong disclosure) would arise which would require conversion of data such as part numbers, then the process management could arrange to have appropriate conversion data stored in Ouichi's central Internet exchange so that such conversion data could be accessed when needed by Ouichi's intelligent agent.

Applicants submit that such a convoluted rationale for the combination of the Wong and Ouichi publications could only be based on Applicants' own teaching. The proposed combination of Wong and Ouichi has been made, not in the light of what would have been obvious with the foresight of one skilled of the art, but rather with hindsight based upon Applicants' own teaching. This is not a valid basis for an obviousness rejection under 35 USC 103. It is submitted that Examiner has used the present Applications' disclosure as a guideline, and then picked and combined elements from each of the two respective references based solely of Applicants' own teaching.

> "To imbue one of ordinary skill in the art with
> knowledge of the invention in suit, when no prior art
> references of record convey nor suggest that knowledge,
> is to fall victim to the insidious effect of a
> hindsight syndrome wherein that which only the inventor
> taught is used against its teacher." W. L. Gore, 721 F
> 2d at 1553, 220 USPQ, pp. 312-313.

"One cannot use hindsight reconstruction to pick and
choose among isolated disclosures in the prior art to
deprecate the claimed invention." In re Fine, 5 USPQ
2d 1596 (C.A.F.C.) 1988.

Accordingly, it is submitted that the suggestion for
combining the Wong and Ouichi references in the manner proposed
by the Examiner could only be based, with hindsight on
Applicants' own teaching, and, thus, cannot provide any valid
basis for a combination of references in a rejection under 35 USC
103 based upon obviousness.

With respect to claims 1-19 and 21-23, it is further
submitted that even if the Wong and Ouichi references could be
combined as proposed, the resulting system would still lack the
combination of one or more business entities defining a head of a
supply chain, one or more sets of tiers of suppliers, wherein
each said set of tiers is disposed in an extended supply chain,
and a dictionary of translations that can be used to translate
the content of transitive information in said information from
said one or more sets of tiers of suppliers for cross-tier
communication in said extended supply chain.

Likewise, with respect to claims 24-37, it is also submitted
that even if the Wong and Ouichi references could be combined as
proposed, the resulting system would still lack the combination
of one or more business entities defining an organization of a
supply chain with cross communication between tiers of suppliers,
wherein each said set of tiers is disposed in an extended supply
chain, and a dictionary of translations that can be used to
translate the content of transitive information in said

information from said one or more sets of tiers of suppliers for cross-tier communication in said extended supply chain.

Specific Rejections with respect to Dependent Claims:

Dependent claims 2-19 and 21-23 depending from claim 1, and dependent claims 25-37 depending from claim 24 are submitted to be patentable based upon the reasons set foth hereinabove for the patentability of the claims from which the claims respectively depend.

Accordingly, it is submitted that for the reasons set forth hereinabovefor the patentability of claims 1 and 24:

Claims 3, 21, and 28-29 are patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Katz (US2003/0149578);

Claims 8-10, 12-15, and 32-37 are patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Johnson et al. (US2003/0023540);

Claim 11 is patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Johnson et al. still further in view of Dutta (US200300284700);

Claims 16 and 31 are patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Rivera et al. (US20020107699);

Claims 19 and 25 are patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Yehia et al. (US200200916140); and

Claims 22-23, 26-27 and 30 are patentable under 35 U.S.C. 103(a) over the combination of Wong and Ouichi further in view of Harm et al. (US2003/0040823).

Conclusion

In view of the foregoing, Examiner is respectfully requested to withdraw the rejection of December 7, 2007, and find this Application, including claims 1-19 and 21-37, to be in condition for allowance.

To discuss any matter pertaining to this Application, Examiner is invited to call the undersigned attorney at (650) 947-0700.

                              Respectfully submitted

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